

**Washington State Arts Commission | Art in Public Places
Loan Agreement | Terms and Conditions**

Definitions

In this Agreement, the following terms shall have the meaning described below:

- ♦ “ARTS COMMISSION” means the Washington State Arts Commission, any division, section, office, unit or other entity of the agency, or any of the officers or other officials lawfully representing that agency.
- ♦ “AGENCY” means all Universities and Colleges, State Agencies, and Public Schools of Washington State.
- ♦ “ARTWORK” means designated work(s) of art from the State Art Collection.
- ♦ “BORROWER” means the AGENCY or external organization who wishes to borrow the ARTWORK under the conditions detailed on this Loan Agreement.

Terms and Conditions of Agreement

Upon signature of the Loan Agreement by the BORROWER and ARTS COMMISSION, the BORROWER shall be responsible for the following:

- ♦ Insuring the ARTWORK for its full value during the entire loan period as detailed on the Loan Agreement, including while the artwork is in transit;
- ♦ Transporting or bearing costs associated with transporting the ARTWORK from the ARTS COMMISSION or other AGENCY’S site to the BORROWER’S site in a manner as not to cause any damage to the ARTWORK;
- ♦ Installing the ARTWORK at the BORROWER’S site in an area accessible by the public, but which offers protection from damage to the ARTWORK, such as protecting it against loss, damage, deterioration, theft and fire at all times;
- ♦ Protecting the ARTWORK from direct sunlight, strong artificial light, proximity to a heat source, rain, excessive humidity, excessively dry conditions and insects;
- ♦ Notifying the ARTS COMMISSION immediately and in detail should loss, damage or deterioration be noted, whether in transit or on the BORROWER’S premises;
- ♦ De-installing the ARTWORK from the BORROWER’S site;
- ♦ At the end of the loan period or upon mutual agreement between the BORROWER and the ARTS COMMISSION, returning the ARTWORK to the ARTS COMMISSION’S site or to a site determined by the ARTS COMMISSION in a manner as not to cause any damage to the ARTWORK;
- ♦ Displaying an identifying label as provided by the ARTS COMMISSION in proximity to the artwork, which credits the artist, the ARTS COMMISSION and its partner AGENCIES, whose ½ of 1 % contribution made the acquisition possible;
- ♦ Participating in the ARTS COMMISSION’S biyearly inventory of artworks in the State Art Collection should the inventory occur during the duration of the loan;
- ♦ Routinely maintaining the ARTWORK(S) as described in the Routine Maintenance section of this Loan Agreement;
- ♦ Obtaining permission from the ARTS COMMISSION in writing for any movement of the ARTWORK, including movement within the BORROWER’S location.

Signed

It is understood that ARTWORK(S) covered by this Loan Agreement shall remain in the condition in which it is received. It shall not be repaired, retouched, removed from the frame (if applicable) or altered in any way except with written permission from the ARTS COMMISSION.

BORROWER agrees to the terms and conditions of the Loan Agreement:

Signature

Date

Printed name

Title